

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Eight day of May in the year of our Lord  
Nineteen Hundred & Eleven, between E. B. Caldwell & Mattie Eberly Caldwell, his wife  
 of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Julius Allen & Alfred W. Brownell,  
as Executors and Executors of the Estate of Samuel Allen, deceased of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five Thousand Five Hundred (\$2500.) DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage  
 to the said parties of the second part their legal representatives heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas,  
 and State of Kansas, described as follows, to-wit:

Lot No. Seventy-three (73) and the South one half of Lot No.  
Seventy-one (71), both on Ohio Street in the City of Lawrence.

Said parties of the first part hereby agree to maintain insurance of \$2500. on the  
 buildings now on or to be erected on said premises, for the benefit of said second parties.  
 Their legal representatives or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
E. B. Caldwell and Mattie Eberly Caldwell do hereby covenant and agree that  
 at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible  
 estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the  
quiet and peaceable possession of the said second parties their representatives or assigns, against all persons  
lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of

\$2500.  
 according to the terms of one certain Mortgage note this day executed  
 and delivered by the said Parties of the first part to the said parties of the second part  
 due in Five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest  
 after maturity or default, at the rate of 10% per annum until paid in cash or by Sheriff, fixed to above described premises  
 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof,  
 or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount  
 shall become due and payable, and it shall be lawful for the said parties of the second part, their <sup>representatives or</sup> administrators and assigns, at  
 any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising  
 from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the  
 overplus, if any there be, shall be paid by the parties making such sale, on demand, to said parties of the first part their  
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

E. B. Caldwell

[SEAL]

Mattie E. Caldwell

[SEAL]

## STATE OF KANSAS,

Douglas County

} ss.

BE IT REMEMBERED, That on this 13 day of May A. D. 1910, before me,the undersigned

a Notary Public in and for said County and State, came

E. B. Caldwell and Mattie Eberly Caldwell, his wifeto me personally known to be the same  
 person s who executed the foregoing instrument and duly acknowledged the execution of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and  
 year last above written.My Commission Expires Aug 9 1910Anna H. Martindale

Notary Public.

Filed for Record the 15<sup>th</sup> day of May A. D. 1910, at 12<sup>th</sup> o'clock P. M.Floyd L. Lawrence Register of Deeds.  
Mamada M. McPherson Deputy.